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11 MAR 28 PM 2:55
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

FILED

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WEST REGION**

CV11 02594 - PA

(RZx)

VBCONVERSIONS LLC, a California
limited liability company

Plaintiff,

v.

Defendants.

EMC Corporation, a Delaware
Corporation; Does 1-10, inclusive

CASE NO.

COMPLAINT FOR:

1. COPYRIGHT INFRINGEMENT;
2. VICARIOUS COPYRIGHT
INFRINGEMENT;
3. CONTRIBUTORY COPYRIGHT
INFRINGEMENT;
4. VIOLATION OF THE DIGITAL
MILLENNIUM COPYRIGHT ACT,
§ 1201(a);
5. REQUEST FOR INJUNCTIVE
RELIEF

Demand for jury trial

Plaintiff, VBConversions, a California limited liability company, hereby brings the
within action against EMC corporation., a Delaware corporation, for its systematic and
continuous acts of copyright infringement, vicarious and contributory copyright

1 infringement and violation of the Digital Millennium Copyright Act, Section 1201.

2 This action is based upon a federal question.

3
4 **A. SUMMARY OF THE ACTION.**

5 1. This action seeks damages and injunctive relief based upon defendant's
6 unauthorized access, copying and usage of plaintiff's copyrighted software entitled
7 "VB.NET to C# Converter." (C# is pronounced C Sharp)

8
9 **B. JURISDICTION.**

10 2. This action arises under the Copyright Act of the United States, 17 U.S.C.
11 §101 and 501, et seq. This Court has jurisdiction over the subject matter of this action
12 pursuant to 28 U.S.C. § 1338 (a).

13
14 3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) & (3); 1400
15 (a).

16
17 4. Further, Plaintiff alleges venue is proper as the result of a Forum Selection
18 Clause in a license agreement affirmed by defendants designating the County of Los
19 Angeles, State of California, as the appropriate location for hearing in the event of a
20 dispute.

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1 **C. PARTIES.**

2 5. VBCConversions LLC (hereinafter "VBC") is a developer and marketer of
3 software programs. The principal headquarters of the business is located at 1428 2nd
4 Street, Santa Monica, CA
5

6 6. Plaintiff is informed and believes and thereon alleges that EMC
7 Corporation, is a Delaware corporation, (hereinafter "EMC") with world headquarters
8 located 176 South Street, Hopkinton, MA. However, EMC maintains offices throughout
9 the United States, including 20 such offices in the State of California, and three within the
10 County of Los Angeles, located in Pasadena, El Segundo and Long Beach.
11

12 7. Plaintiff is informed and believes and thereon alleges that EMC "develops,
13 delivers and supports information infrastructure and virtual infrastructure hardware,
14 software and services."
15

16 **D. GENERAL ALLEGATIONS.**

17 8. Plaintiff has registered his programs with the Register of Copyright and
18 was given the registration number of TX 6-285-849 for Version 1.0 of the above entitled
19 program; TX 6-425-720 for Version 2.0. The latter is derivative of the original version of
20 the software. Copies of the registrations are attached hereto and incorporated by reference,
21 collectively, as Exhibit "A."
22

23 9. VBC sells its copyrighted program online at vbconversions.com. VBC
24
25

1 subscribes to the Shareware philosophy of offering its programs for a limited time to
2 potential purchasers. In this instance, it offers a program for 15 days. A party is permitted
3 to try out the program and see if it is suitable for their needs. However, prior to being
4 permitted to use the Trial version, a prospective purchaser must first affirm an End User
5 Licensing Agreement (EULA). There are certain admonishments within the EULA
6 governing activities permitted with the Trial version. There is also information to the user
7 that certain information about them is being gathered by VBC. The trial version of the
8 program automatically disables after 15 days. A copy of the End User Licensing
9 Agreement (EULA) is attached hereto as Exhibit "B." If after using the trial version it is
10 found useful, users may apply for a license by paying the standard market fee and
11 affirming the license agreement.

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16 10. Unfortunately, despite the best efforts of VBC, it has not been able to stem
17 the tide of unscrupulous people who have gained unauthorized access to his program and
18 have used the software to quickly convert to this latest incarnation of computer language.
19 These intruders have used so-called "cracking sites" which exist in great abundance on
20 the Internet. These sites supply the decryption of registration keys to developer's software
21 and enable fraudulent registration codes (or keys) to be used to gain unauthorized access
22 to the programs. In self defense, VBC has adopted *a tracking system* which is often able
23 to identify the date and time of the intruder, the external and internal IP of the offending
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1 computer, the identity of the user of that computer and other data which is integral to
2 proof of infringement.

3
4 11. The tracking system VBC adopted was created by Hitek Software LLC of
5 Goleta, CA. VBC and Hitek are contractually bound to have the latter receive and
6 monitor the data also received by VBC's servers. The data that Hitek receives is as a
7 "third party user registration tracking company," is set forth in the licensing agreement
8 between VBC and its licensees.
9

10
11 12. In business programming, Visual Basic (VB) has one of the largest user bases
12 and is probably the most popular programming language. But many developers look to
13 more recent computer languages in order to enhance what they do and to eliminate flaws
14 found in earlier programs such as VB. Newer languages used by programmers include
15 C, C+ and C++. C# has evolved from these earlier attempts at improving VB.
16

17
18 13. C# is intended to be a simple, modern, general-purpose, programming
19 language. The language is intended for use in developing software components suitable
20 for deployment in many different environments. For instance, C# compilers exist for just
21 about every platform imaginable, including Mac, Linux, Windows, Solaris, etc. C# is
22 suitable for writing applications for both hosted and embedded systems, ranging from the
23 very large that use sophisticated operating systems, down to the very small having
24 dedicated functions.
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1 14. Plaintiff is informed and believes that at all times mentioned herein
2 defendant EMC has engaged in the purchase and /or sale of goods and services within the
3
4 County of Los Angeles, State of California.

5 15. The American Registry of Internet Numbers (ARIN) is a non-profit
6 organization that is charged with the assignment of internet protocol addresses (IPs). It is
7
8 one of five organizations around the globe charged with these duties. The geographic area
9
10 assigned to ARIN is North and South America.

11 16. Plaintiff is unaware of the names and true capacities of Defendants, whether
12 individual, corporate and/or partnership entities, named herein as DOES 1 through 10,
13
14 inclusive, and therefore sues them by their fictitious names. Plaintiff will seek leave to
15 amend this complaint when their true names and capacities are ascertained. Plaintiff is
16 informed and believes that all of the defendants, known and unknown, are in some manner
17
18 responsible for the wrongs alleged herein and that at all times mentioned herein were the
19 agents and servants or joint venturers/ partners-in-concert of the other Defendants, and
20 acted within the course and scope of said agency and employment or within the parameter
21
22 of their agreement.

23 17. Plaintiff is informed and believes and thereon alleges that at all times
24 relevant hereto, Defendants and DOES 1-10, inclusive, knew or reasonably should have
25
26 known of the acts and behavior alleged herein and the damages caused thereby, and by
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1 their inaction ratified and encouraged such acts and behavior. Plaintiff further alleges that
2 said defendants have a non-delegable duty to prevent or cause such acts and behavior
3 described herein, which duty defendants failed and/or refused to perform.
4

5 **FIRST CLAIM FOR RELIEF: Violation of 17 U.S.C. §106(1) & 501,**
6 **et.seq., Copyright Infringement.**

7 18. Plaintiff incorporates by reference paragraphs 1 through 17 as if the same
8 were set forth fully herein.
9

10 19. It was disclosed on June 6, 2008, at 9:39 a.m., a computer owned and operated
11 and/or under the care, custody and control of defendants on March 17, 2008, had used a
12 fraudulent registration "key" (or code) to unlock plaintiff's program, Version 2.16. The
13 code is noted to be VUTVQ-ARM1V-RJPWT-CU68F-JCYT6. The aforementioned is
14 a fraudulent code not issued by plaintiff. The Private IP was noted to be: 10.64.88.175 on
15 a computer entitled: RUXKORNADIC. The Public IP was noted to be: 81.3.151.178.
16 ARIN confirmed that the Public IPs belonged to a range of computers owned and
17 operated by defendant EMC Exhibit " ", attached hereto. The user is noted to be:
18 "kornia;" who converted 44,691 lines of code to C#.
19

20 20. On March 27, 2008, unauthorized registration was detected to have taken
21 place at 9:38 a.m., on a computer called CNRDLIUT3DIC. The user is one "liut3." The
22 Public IP is 128.221.197.20; the Private IP is noted as 10.32.100.114. ARIN has
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1 confirmed that the Public IP is assigned to defendant EMC. A fraudulent code, 5CQHS-
2 RZPHS-CBNCV-JUGVS-X9KGG, was the means by which the user illegally registered
3 and gained unauthorized access to plaintiff's software, Version 2.08.
4

5 21. On April 3, 2008, at 2:05 p.m., the computer designated as
6 CNRDLIUT3LIC on the same Public IP, but with a different Private IP on the same
7 network as before, unlawfully registered once again using the same fraudulent key ending
8 X9KGG. The user again is "luit3." The owner/operator of the computer is EMC.
9

10 22. On April 6, 2008, it was detected that illegal usage had occurred on the
11 computer ending in LIC at 11:45 p.m. At 11:45 a.m., on April 7, 2008, 7,855 lines were
12 converted to C#; at 1:44 p.m., on April 7, 7,859 lines were converted to C#.
13

14 23. On December 22, 2009, at 7:12 p.m. EST, it was disclosed commencing on
15 August 17, 2009, a series of illegal transactions occurred using plaintiff's software
16 Version 2.24. A computer involved was entitled EMC-65532D88A60 and used by one
17 "constc." The Public IP is 141.154.79.21 and ARIN confirms it is assigned to EMC On
18 the latter date, at 11:14 p.m., 11:15 p.m. and 11:16 p.m., 21,522 lines were unlawfully
19 converted to C#.
20

21 24. On September 29, 2009, at 12:28 a.m., 12:29 a.m., 12:30 a.m., and at 12:31
22 a.m., another series of illegal events occurred with respect to plaintiff's Version 2.24 and
23 the same computer and user. The conversion to C# of 38,115 lines was achieved by use
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1 of plaintiff's program. The Public IP is noted as 173.48.239.120 and is assigned to EMC
2 according to ARIN.

3
4 25. On October 11, 2009, at 9:58 p.m., the same computer and the same user
5 again using the Public IP of 173.48.239.120 illegally converted 48,892 lines to C#.

6
7 26. Finally, on November 21, 2009, at 7:49 p.m. and 7:52 p.m., another 6,912
8 lines were converted on the same computer by the same user. The total of all lines
9 converted on this machine by this user amounted to 115,441.

10
11 27. On March 30, 2010, at 3:00 p.m., EDT, illegal registration was detected to
12 have occurred at 1:54 p.m., on another computer called USGSMATHAA1LIC. The
13 Public IP for this device was noted to be: 24.238.161.43; the Private IP was 192.168.0.13.
14 Again, ARIN confirms ownership belongs to EMC. The user is noted as "mathaa1."

15
16 28. On the same date, at 2:06 p.m., "mathaa1" converted Visual Basic to 17,375
17 lines of C# on the same machine as above. The program version of plaintiff's software
18 was 2.26. The fraudulent key used was noted to be P5J95706TG0A712Z8C43427D3.

19
20 29. Throughout the conversion process, plaintiff noted that the tasks were
21 assigned to projects named: "omniscience; BanHammer; RapidClient; RapidResponse;
22 RapidServer; RapidTransit; RapidTester; Watchman; Inquisitor; Providence; and, Unit
23 Tests."

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26 30. In sum, the defendants used three fraudulent keys in order to gain
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1 unauthorized access to plaintiff's programs; the versions that they accessed were Versions
2 2.06, 2.08, 2.16, 2.24 and 2.26; 5 separate computers were used by 5 different people; the
3 total of all lines illegally converted comes to 186,309 and the period of unlawful use
4 extends over three years.

5
6 31. Plaintiff contends as a proximate result of the unauthorized access gained
7 by defendants, the plaintiff sustained a loss of sales, a likely diminution of value of his
8 program and a potential loss of license value. Meanwhile, the defendants have profited
9 unjustly and saved costs in the sum of at least \$186,309.00, by not having to employ a
10 programmer to do the work completed by the unauthorized use of plaintiff's program.
11 Plaintiff has been harmed by the fraudulent use of registration codes which apparently
12 enabled the infringers to decipher plaintiff's proprietary key leading to the exceedingly
13 large number of lines to be converted.

14
15 32. Plaintiff is informed and believes and thereon alleges that without the
16 benefit of plaintiff's copyright program, a programmer would require, at the very least,
17 1,863 hours to convert the number of lines which defendants' obtained by way of their
18 fraudulent actions. Plaintiff is further informed that the average cost of a programmer is
19 approximately \$100.00 per hour and that a programmer could potentially convert, *at the*
20 *very best*, only about 100 lines per hour in the absence of plaintiff's program.
21 Accordingly, defendants' have been unjustly enriched and profited by misappropriating

1 the code in the amount of \$186,309.00, in that they did not have to employ such persons
2 to do this work and pay them the customary amount required to do an equivalent job.

3
4 33. Plaintiff further contends that defendants, and each of them, have profited
5 and will continue to profit in an amount unknown, but according to proof pursuant to 17
6 U.S.C. §504(a)(1) & (b).
7

8 34. Plaintiff contends that the use of a fraudulent code to gain unauthorized
9 access to the program was an intentional, knowledgeable and deliberate act designed to
10 unlock plaintiff's registration code. It was therefore a willful act subjecting defendants'
11 and each of them to the maximum amount of Statutory Damages permitted by law or
12 \$150,000.00.
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15 **SECOND CLAIM FOR RELIEF: Vicarious Copyright Infringement.**

16 35. Plaintiff incorporates by reference paragraphs 1 through 34, inclusive, as
17 if the same were set forth fully herein.
18

19 36. Plaintiff is informed and believes and thereon alleges that at all times
20 relevant to the actions complained of herein the employer, defendant EMC, had the right
21 and ability to oversee, govern, control and direct its employees actions, including, but not
22 limited to, halting any adverse conduct in which its employee is engaged. Yet, despite this
23 ability, defendant failed and continues to fail to enforce rules of conduct upon its
24 employees, which has led to the substantial number of lines being converted to C# by way
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1 of the use of Plaintiff's copyrighted software and done without the knowledge or consent
2 of plaintiff.
3

4 37. Plaintiff further alleges that as a proximate result of defendants' conduct,
5 defendant EMC has profited in an amount and in a manner that would not have taken
6 place, but for the purloining of plaintiff's copyrighted software by its employees.
7 Accordingly, defendants' have gained a financial benefit to which they are not entitled.
8

9 38. Under the circumstances outlined above, defendants' are liable to plaintiff
10 for Statutory Damages as a willful vicarious copyright infringer in the amount of
11 \$150,000.00. Defendants' are also liable for Actual Damages in an amount unknown at
12 this time, but according to proof at time of trial.
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15 **THIRD CLAIM FOR RELIEF: *Contributory Copyright Infringement***
16

17 39. Plaintiff incorporates by reference paragraphs 1 through 38, inclusive, as
18 if the same were set forth fully herein.
19

20 40. By virtue of itsr respective position as employer, defendant knew or had
21 reason to know that its employees had gained unauthorized access to plaintiff's
22 copyrighted program and was using same for the benefit of EMC.
23

24 41. Furthermore, plaintiff is informed and believes that defendant aided and
25 abetted the actions of its employees and materially contributed therein by supplying the
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1 data and equipment necessary to encourage, urge and persuade, and induce the usage of
2 plaintiff's intellectual property on many programs.

3
4 42. Defendants, and each of them, are jointly and severally liable to Plaintiff in
5 Actual Damages of a sum unknown at this time, but for all profits attributable to the
6 infringements, according to proof at time of trial. In the alternative, defendants are jointly
7 and severally liable for Statutory Damages of \$150,000.00, as and for the willful and
8 intentional infringement and unauthorized access, copying and usage of plaintiff's
9 copyrighted program.
10
11

12
13 **FOURTH CLAIM FOR RELIEF: Violation of the Digital Millennium**
14 **Copyright Act (17 U.S.C. § 1201).**

15 43. Plaintiff repeats and re-alleges paragraphs 1 through 42, as if the same were
16 set forth fully herein.
17

18 44. At all times mentioned herein, plaintiff had in force a 25 digit alphanumeric
19 code designed to control access to his copyrighted software. It is only when a legitimate
20 purchaser fulfills his obligation with respect to the conditions of the End User Licensing
21 Agreement (EULA) and pays the appropriate fee, that unlimited access to the licensed
22 product is permitted. When adherence to the EULA is satisfied plaintiff will issue to the
23 licensee a license and provide legitimate code enabling access to the copyrighted
24 program.
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1 45. The code is intended as a technological measure for the purpose of
2 protecting his proprietary program. To gain access requires knowledge of the 25 digits
3 issued by plaintiff. It is intended to exclude those who sought to circumvent the code.
4

5 46. The true number of occasions of acts of circumvention is unknown to
6 plaintiff at this time, but at least twenty (20) occasions are detected by the tracking system
7 as to all computers.
8

9 47. As a consequence of defendants' unlawful and unauthorized circumvention
10 of plaintiff's measures, plaintiff has sustained damages as previously set forth herein.
11

12 48. The use of the circumvention device to gain access is an intentional and
13 knowledgeable act by the defendants. It is therefore willful and subjects defendants
14 jointly and severally liable for the maximum allowed for Statutory Damages per act of
15 circumvention, i.e., 20 occasions of bypassing the anti-circumvention device at \$2,500.00
16 per occasion, or \$50,000.00, per 17 U.S.C. § 1203(c)(3). Alternatively, Plaintiff is entitled
17 to Actual Damages for profits attributable to the infringement per 17 U.S.C. § 1203(c)(2).
18
19
20

21 **WHEREFORE**, plaintiff prays that the Court issue the following:

22 A. Defendant be enjoined during the pendency of this
23 action and permanently thereafter from appropriating, using or
24 otherwise benefitting from plaintiff's copyrighted software without the
25 express written approval of plaintiff or his delegate;
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1 B. Defendant be ordered to identify, preserve, set aside
2 and retain any and all source code used by them in the in the infringe-
3 ment alleged above pursuant to Federal Rule of Civil Procedure 34, which
4 includes, but is not limited to: (i) all electronically stored information which
5 contains any portion of plaintiff's copyrighted program; (ii) all writings as defined
6 in Federal Rule of Evidence 1001, which refer to or mention in any manner
7 plaintiff's program, except to those items based on privilege.
8

9 C. Pay plaintiff all damages sustained by him as the result of their unlawful acts,
10 with prejudgment interest, as well as account for and pay for all gains and profits
11 they have enjoyed at plaintiff's expense. In particular, Plaintiff demands
12 compensation of at least \$150,000.00, or Actual Damages according to proof of
13 profits attributable to the infringement, both direct and indirect, according to law.
14

15 D. Trial by jury;
16

17 E. All costs of litigation, including, but not limited to costs of suit, reasonable
18 attorney fees and interest at legal rates;
19

20 F. Such other and further relief as the Court deems just and proper under the
21 circumstances.
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1 DATED: March 27, 2011

2 **DONALD M. GINDY**
3 **PROFESSIONAL LAW CORPORATION**

4 By: 

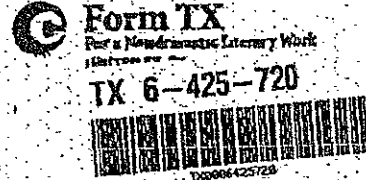
5 **DONALD M. GINDY**
6 Attorney for Plaintiff
7 VBConversions LLC
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EXHIBIT A



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
Register of Copyrights, United States of America



EFFECTIVE DATE OF REGISTRATION
Jul 26 2006

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

TITLE OF THIS WORK
VE.NET to C# CONVERTER, VERSION 2.0

PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical, serial, or collection: Publisher Number Issue Date Ch. Pages

NAME OF AUTHOR

DAVID CROOK

DATES OF BIRTH AND DEATH
Year Born Year Died
1964 N/A

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR Citizen of UNITED STATES
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

NEW AND REVISED COMPUTER PROGRAM TEXT

NAME OF AUTHOR

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR Citizen of UNITED STATES
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

NAME OF AUTHOR

DATES OF BIRTH AND DEATH
Year Born Year Died

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR Citizen of UNITED STATES
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED
2006

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Completed this information: Month JULY Day 10 Year 2006
ONLY if this work has been published: UNITED STATES

COPYRIGHT CLAIMANT'S Name and address must be given even if the claimant is the same as the author given in space 1.
DAVID CROOK
11184 Antioch #179
Overland Park, KS 66210

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 1, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED
JUL 26 2006
ONE DEPOSIT RECEIVED
JUL 26 2006
TWO DEPOSITS RECEIVED
FUNDS RECEIVED

MORE ON BACK Complete all applicable spaces (number 5-9) on the reverse side of this page. See related instructions. Digit 114 Item 21 No 8.

DO NOT WRITE HERE
Page 1 of 1

NOTE

Under the law the author of a work made for hire is generally the employer, not the employee (see section 101). For any part of the work that was made for hire, check "Yes" if the person provided was the employer for that part, and leave the space of birth and death blank.

See instructions before completing this space.

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Form TX
For a Nondramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

TX 6-285-849



EFFECTIVE DATE OF REGISTRATION

Month Feb Day 13 Year 2006

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

VB.Net to C# Converter 1.x

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

a David Crook

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼
1964

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ► USA

Domiciled in ►

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

Converts programs written in the Visual Basic.Net language to C#

NAME OF AUTHOR ▼

b

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ►

Domiciled in ►

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

c

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ►

Domiciled in ►

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 2004 This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

b Complete this information ONLY if this work has been published. Month ► July Day ► 1 Year ► 2004

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

David Crook
11184 Antioch #179
Overland Park, KS 66210

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

FEB 13 2006

ONE DEPOSIT RECEIVED

FEB 13 2006

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK ►

• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions.
• Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of 2 pages

EXAMINED BY

FORM TX

CHECKED BY

☐ CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

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☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

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Year of Registration ▶

5

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Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

a 6

See instructions
before completing
this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name ▼ Account Number ▼

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

David Crook
11184 Antioch #179
Overland Park, KS 66210

b

Area code and daytime telephone number ▶ (913) 660-4664

Fax number ▶

Email ▶ admin@vbconversions.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one ▶

☒ author☐ other copyright claimant☐ owner of exclusive right(s)☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

David Crook

Date ▶ 1/19/2006

Handwritten signature (X) ▼

X

David Crook

Certificate
will be
mailed in
window
envelope
to this
address:

Name ▼

David Crook

Member/Street/Apt ▼

11184 Antioch #179

City/State/ZIP ▼

Overland Park, KS 66210

• Complete all necessary spaces
• Sign your application in space 81. Application form
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website at
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write the Copyright
Office, or call
(202) 707-5900.

9

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EXHIBIT C

VB Conversion**Proof of illegal usage**

Computer Name	EMC-65532D88A60
<hr/>	
Server date	2009-12-22 19:12:56.0 EST
Installed (user date)	8/17/2009 11:05 PM
Program	VB.Net to C# Converter
Program Version	2.24
Username	constc
Domain	CORP
Owner	EMC
Organization	EMC Corporation

Userdate	Ip_Internal	Public IP	VB_Project_Name	VB_Lines	(
08/17/09 11:14 PM	192.168.1.39	141.154.79.21	omniscience.vbproj	4254	6
08/17/09 11:14 PM	192.168.1.39	141.154.79.21	BanHammer.vbproj	6105	7
08/17/09 11:15 PM	192.168.1.39	141.154.79.21	RapidClient.vbproj	2846	3
08/17/09 11:15 PM	192.168.1.39	141.154.79.21	RapidResponse.vbproj	990	1
08/17/09 11:16 PM	192.168.1.39	141.154.79.21	RapidServer.vbproj	364	5
08/17/09 11:16 PM	192.168.1.39	141.154.79.21	RapidTransit.vbproj	1216	1
09/29/09 12:28 AM	192.168.1.152	173.48.239.120	RapidTester.vbproj	569	7
09/29/09 12:28 AM	192.168.1.152	173.48.239.120	Watchman.vbproj	228	3
09/29/09 12:28 AM	192.168.1.152	173.48.239.120	Inquisitor.vbproj	228	3
09/29/09 12:28 AM	192.168.1.152	173.48.239.120	RapidClient.vbproj	2904	3
09/29/09 12:29 AM	192.168.1.152	173.48.239.120	Providence.vbproj	9919	1
09/29/09 12:29 AM	192.168.1.152	173.48.239.120	RapidResponse.vbproj	1118	1
09/29/09 12:29 AM	192.168.1.152	173.48.239.120	RapidTransit.vbproj	1823	2
09/29/09 12:30 AM	192.168.1.152	173.48.239.120	RapidServer.vbproj	443	6
09/29/09 12:30 AM	192.168.1.152	173.48.239.120	omniscience.vbproj	4466	7
09/29/09 12:30 AM	192.168.1.152	173.48.239.120	Unit Tests.vbproj	88	1
09/29/09 12:31 AM	192.168.1.152	173.48.239.120	BanHammer.vbproj	6105	7
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	BanHammer.vbproj	6105	7
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	Unit Tests.vbproj	88	1
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	omniscience.vbproj	4470	7
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	RapidServer.vbproj	446	6
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	RapidTransit.vbproj	1825	2
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	RapidResponse.vbproj	1123	3
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	Providence.vbproj	9919	3
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	RapidClient.vbproj	2951	3
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	Inquisitor.vbproj	228	3
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	Watchman.vbproj	228	3
10/11/09 09:58 PM	192.168.1.151	173.48.239.120	RapidTester.vbproj	577	3

11/21/09 07:49 PM	10.4.16.131	128.221.197.54	omniscience.vbproj	5176	8
11/21/09 07:52 PM	10.4.16.131	128.221.197.54	RapidTransit.vbproj	1736	2

EMC Corporation

VB Conversion**Proof of illegal registration**

Computer Name	RUXXXKORN1AD1C		
<hr/>			
Server date	2008-03-17 08:53:57.0 EDT		
Installed (user date)	3/17/2008 3:51 PM		
Program	VB.Net to C# Converter		
Program Version	2.16		
Key	VUTVQ-ARM1V-RJPWT-CU68F-JCYT6		
Registration Name	1		
Registration Organization	1		
Registration Email	1		
Public IP	152.62.109.164		
Private IP	10.64.88.175		
Username	kornia		
Domain	CORP		
Owner	EMC		
Organization	EMC Corporation		
Userdate	VB Project Name	VB Lines	C# Lines
03/17/08 07:26 PM	Klinika.vbproj	40569	44691

EMC Corporation-3

VB Conversion

Proof of illegal usage

Computer Name	RUXXKORNIAD1C
<hr/>	
Server date	2008-03-17 12:26:14.0 EDT
Installed (user date)	3/17/2008 3:51 PM
Program	VB.Net to C# Converter
Program Version	2.16
Key	VUTVQ-ARM1V-RJPWT-CU68F-JCYT6
Registration Name	1
Registration Organization	1
Registration Email	1
Public IP	152.62.109.164
Host	
Private IP	10.64.88.175
Username	kornia
Domain	CORP
Owner	EMC
Organization	EMC Corporation

EMC Corporation-3

VB Conversion

Proof of illegal registration

Computer Name	CNRDLIUT3D1C
----------------------	--------------

Server date	2008-03-26 23:34:24.0 EDT
Installed (user date)	3/27/2008 9:38 AM
Program	VB.Net to C# Converter
Program Version	2.08
Key	5CQHS-RZPHS-CBNVCV-JUGVS-X9KGG
Registration Name	VB.Net to C# Converter
Registration Organization	3ddown.com
Registration Email	3ddown.com
Public IP	128.221.197.20
Host	
Private IP	10.32.100.114
Username	liut3
Domain	CORP
Owner	EMC
Organization	EMC Corporation

EMC Corporation-4

VB Conversion

Proof of illegal registration

Computer Name	CNRDLIUT3L1C
<hr/>	
Server date	2008-04-03 02:06:22.0 EDT
Installed (user date)	4/3/2008 2:05 PM
Program	VB.Net to C# Converter
Program Version	2.08
Key	5CQHS-RZPHS-CBNCV-JUGVS-X9KGG
Registration Name	3ddown.com
Registration Organization	3ddown.com
Registration Email	3ddown.com
Public IP	128.221.197.20
Host	
Private IP	10.32.102.181
Username	liut3
Domain	CORP
Owner	EMC
Organization	EMC

EMC Corporation-4

VB Conversion**Proof of illegal usage**

Computer Name	CNRDLIUT3L1C		
<hr/>			
Server date	2008-04-06 23:45:17.0 EDT		
Installed (user date)	4/3/2008 2:05 PM		
Program	VB.Net to C# Converter		
Program Version	2.08		
Key	5CQHS-RZPHS-CBNCV-JUGVS-X9KGG		
Registration Name	3ddown.com		
Registration Organization	3ddown.com		
Registration Email	3ddown.com		
Public IP	128.221.197.20		
Host			
Private IP	10.32.102.104		
Username	liut3		
Domain	CORP		
Owner	EMC		
Organization	EMC		
Userdate	VB_Project_Name	VB_Lines	C# Lines
04/07/08 11:45 AM	AXExporter2.vbproj	6585	7855
04/07/08 01:44 PM	AXExporter2.vbproj	6587	7859

EMC Corporation-4

VB Conversion**Proof of illegal usage**

Computer Name	RUXXKORN1AD1C
----------------------	---------------

Server date	2008-06-06 09:39:04.0 EDT
Installed (user date)	3/17/2008 3:51 PM
Program	VB.Net to C# Converter
Program Version	2.16
Key	VUTVQ-ARM1V-RJPWT-CU68F-JCYT6
Registration Name	1
Registration Organization	1
Registration Email	1
Public IP	81.3.151.178
Private IP	10.64.88.175
Username	kornia
Domain	CORP
Owner	EMC
Organization	EMC Corporation

Userdate	VB_Project_Name	VB_Lines	C# Lines
03/17/08 07:26 PM	Klinika.vbproj	40569	44691

EMC Corporation-5

VB Conversion

Proof of illegal registration

Computer Name	USGSMATHAA1L1C
<hr/>	
Server date	2010-03-30 15:00:13.0 EDT
Installed (user date)	3/30/2010 1:54 PM
Program	VB.Net to C# Converter
Program Version	2.26
Key	P5J95706TG0A712Z1C43427D3
Registration Name	Ameet
Registration Organization	Ameet
Registration Email	Ameet
Public IP	24.238.161.43
Host	user-0cet89b.cable.mindspring.com
Private IP	192.168.0.13
Username	mathaa1
Domain	CORP
Owner	EMC
Organization	EMC Corporation

EMC Corporation-8

VB Conversion**Proof of illegal usage**

Computer Name	USGSMATHAA1L1C		
<hr/>			
Server date	2010-03-30 15:07:03.0 EDT		
Installed (user date)	3/30/2010 1:54 PM		
Program	VB.Net to C# Converter		
Program Version	2.26		
Key	P5J95706TG0A712Z1C43427D3		
Registration Name	Ameet		
Registration Organization	Ameet		
Registration Email	Ameet		
Public IP	24.238.161.43		
Host	user-0cet89b.cable.mindspring.com		
Private IP	192.168.0.13		
Username	mathaa1		
Domain	CORP		
Owner	EMC		
Organization	EMC Corporation		
Userdate	VB_Project_Name	VB_Lines	C# Lines
03/30/10 02:06 PM	AXGetImg.vbproj	12730	17375

EMC Corporation-8

WHOIS-RWS

Network	
NetRange	128.221.0.0 - 128.221.255.255
CIDR	128.221.0.0/16
Name	EMC-B2
Handle	NET-128-221-0-0-1
Parent	NET128 (NET-128-0-0-0)
Net Type	Direct Assignment
Origin AS	AS12257
Nameservers	GW.EMC.COM NS0.EMC.COM
Organization	EMC Corporation (EMCC)
Registration Date	1987-03-24
Last Updated	2010-08-16
Comments	
RESTful Link	http://whois.arin.net/rest/net/NET-128-221-0-0-1

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WHOIS-RWS

Network	
NetRange	152.62.0.0 - 152.62.255.255
CIDR	152.62.0.0/16
Name	DGPDN3
Handle	NET-152-62-0-0-1
Parent	NET152 (NET-152-0-0-0)
Net Type	Direct Assignment
Origin AS	
Nameservers	EMCNS2.EMC.COM GW.EMC.COM NS0.EMC.COM EMCNS.EMC.COM
Organization	Information Management Group (IMG)
Registration Date	1991-08-19
Last Updated	2005-04-19
Comments	Data General - A Division of EMC Corp.
RESTful Link	http://whois.arin.net/rest/net/NET-152-62-0-0-1

[View related POC records.](#)

[View related organization's POC records.](#)

WHOIS-RWS

Network	
NetRange	128.221.0.0 - 128.221.255.255
CIDR	128.221.0.0/16
Name	EMC-B2
Handle	NET-128-221-0-0-1
Parent	NET128 (NET-128-0-0-0)
Net Type	Direct Assignment
Origin AS	AS12257
Nameservers	GW.EMC.COM NS0.EMC.COM
Organization	EMC Corporation (EMCC)
Registration Date	1987-03-24
Last Updated	2010-08-16
Comments	
RESTful Link	http://whois.arin.net/rest/net/NET-128-221-0-0-1

[View related POC records.](#)

[View related organization's POC records.](#)

DONALD M. GINDY
A PROFESSIONAL LAW CORPORATION
1880 CENTURY PARK EAST, SUITE 615
LOS ANGELES, CA 90067
Don@gindylaw.com
Telephone: 310-772-0585 Fax: 310-772-0018

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VBConversions LLC, a California limited liability
company

PLAINTIFF(S)

v.

EMC Corporation, a Delaware Corporation; Does
1-10, Inclusive,

DEFENDANT(S).

CASE NUMBER

CV11 02594 RA (RZX)

SUMMONS

TO: THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to file with this court and serve upon plaintiff's attorney
DONALD M. GINDY, ESQ., whose address is:

DONALD M. GINDY
A PROFESSIONAL LAW CORPORATION
1880 CENTURY PARK EAST, SUITE 615
LOS ANGELES, CA 90067

an answer to the ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim
which is herewith served upon you within 21 days after service of this Summons upon you, exclusive
of the day of service. If you fail to do so, judgement by default will be taken against you for the relief
demanded in the complaint.

Clerk, U.S. District Court

Dated: MAR 28 2011

By: CHRISTOPHER POWERS
Deputy Clerk

(Seal of the Court)

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
 VBConversions LLC, a California limited liability company

DEFENDANTS
 EMC Corporation, a Delaware Corporation; Does 1-10, Inclusive,

(b) County of Residence of First Listed Plaintiff (Except in U.S. Plaintiff Cases):

County of Residence of First Listed Defendant (In U.S. Plaintiff Cases Only):

(c) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
 DONALD M. GINDY A PROFESSIONAL LAW CORPORATION
 1880 CENTURY PARK EAST, SUITE 615
 LOS ANGELES, CA 90067
 (310) 772-0585

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

MONEY DEMANDED IN COMPLAINT: \$ 150,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 Copyright Infringement and Unfair Competition COPYRIGHT INFRINGEMENT

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL PROPERTY	PETITIONS	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 Habeas Corpus	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 General	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	FORFEITURE/PENALTY	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 850 Securities/Commodities /Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation		<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure		<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	FEDERAL TAX SUITS
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				

VIII(a). IDENTICAL CASES: Has this action been previously filed and dismissed, remanded or closed? ☐ No ☒ Yes

If yes, list case number(s): CV10-7659 VBF (SSx)

FOR OFFICE USE ONLY: Case Number: _____

CV11 02594

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(b). RELATED CASES: Have any cases been previously filed that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: List the California County, or State if other than California, in which **EACH** named plaintiff resides (Use an additional sheet if necessary)

- ☐ Check here if the U.S. government, its agencies or employees is a named plaintiff.
 Los Angeles

List the California County, or State if other than California, in which **EACH** named defendant resides. (Use an additional sheet if necessary).

- ☒ Check here if the U.S. government, its agencies or employees is a named defendant.
 Delaware

List the California County, or State if other than California, in which **EACH** claim arose. (Use an additional sheet if necessary)

- Note:** In land condemnation cases, use the location of the tract of land involved.
 Los Angeles County

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date March 27, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Percy Anderson and the assigned discovery Magistrate Judge is Ralph Zarefsky.

The case number on all documents filed with the Court should read as follows:

CV11- 2594 PA (RZx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.